

Neveo Affiliate Program Terms

These Neveo Affiliate Program Terms (the “**Terms**”) constitute a legally binding contract between Neveo SA, a public limited liability company incorporated under the laws of Belgium, with registered offices at 1000 Brussels (Belgium), 2 rue Auguste Orts, registered in the Register of Legal Entities of Brussels under number 0568.484.039 (“**Neveo**”, “**we**”, “**us**” or “**our**”) and you (the “**Affiliate**”, “**you**”, “**your**” or “**yours**”). By signing up for Neveo Affiliate Program (the “**Program**”), you accept these Terms and agree to be bound by these Terms. If you are signing up as a legal entity (“**Entity**”), you are agreeing to these Terms for that Entity and you represent and warrant to Neveo that you have the authority to enter into this binding contract on behalf of such Entity and its affiliates. If you do not agree to these Terms, then you may not sign up for the Program.

1. Registering for the Program

Eligibility for the Program: only persons above 18 years of age should sign up for our Program or be a part of the Program in any other way.

When you register for the Program, in order to create a Program account (the “**Program Account**”), you are asked to provide your email address, full name, your website, a login password, your social medias accounts, your PayPal account email address, and any other details requested in order to complete the signup process.

You are responsible for keeping secure your login credentials i.e. the login account and password. We shall not be liable for any loss or damage of such login credentials resulting from your failure to comply with this security obligation. You hereby agree to immediately report to us any actual or suspected theft, loss, or unauthorized use of your account or password.

You shall not maintain more than one Program Account for you or your Entity. Every Affiliate is permitted to use and maintain only one single Program Account.

You undertake not to use the Program for any illegal or unauthorized purpose. You undertake not to, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).

Any personal data will be treated as per our Privacy Policy (https://neveo.io/documents/en/privacy_policy_4_2018.html).

2. Affiliate Referral Code

Once you have signed up for the Program, you will be assigned a unique and distinctive promotional code (the “**Affiliate Referral Code**”) with the help of which you can recommend

Neveo to customers. This code will permit accurate tracking, reporting, and receiving referral commissions (the “**Referral Commissions**”).

You are permitted to place the Affiliate Referral Code and marketing assets we provide you with on your website, in your emails, or in any other of your communications.

You will earn Referral Commissions only with respect to subscriptions occurring directly through your unique Affiliate Referral Code as set forth in section 3 of the Terms. We can't be held liable for any failure by you to use your Affiliate Referral Code, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to these Terms.

Once you have signed up for the Program, we undertake to provide you with a free subscription to our service. By creating your Program Account, you accept our Terms of Use (https://neveo.io/documents/en/terms_conditions_04_2018.html) and Privacy Policy (https://neveo.io/documents/en/privacy_policy_4_2018.html).

You are prohibited from using your Affiliate Referral Code to sign up for a Neveo account for your own use or the use of your relatives (except your free subscription.s provided by Neveo for test). The aim of the Program is to encourage affiliates and ambassadors to spread the word about our service, not to get discounts. You are to use the Affiliate Referral Code strictly to recommend Neveo to customers that are not a part of you or your Entity. Such acts may result, at our sole discretion, in the withholding of Referral Commissions and/or disqualification from the Program.

3. Referral Commissions

For a subscription to be eligible to earn a Referral Commission, the customer must (cumulative conditions):

- (1) click on the Affiliate Referral Code,
- (2) sign up for Neveo, and
- (3) subscribe to our services after the free one-month trial period.

We will only pay Referral Commissions (i) if the above cumulative conditions are met, and (ii) if the use of the Affiliate Referral Code, and the subscriptions generated using said Affiliate Referral Code, are automatically tracked and reported by our systems.

You will earn a Referral Commission for each subscription created via your Affiliate Referral Code after the first subscription fee payment of the customer. No Referral Commission can be earned in case a customer cancels its account before subscribing and paying the fee. All payouts to you will be made at 45 days end-of-month.

We initially limite the number of uses per promo code to 200. Contact us (partnership@myneveo.com) if you reach this limit.

All payouts under the Program are made via PayPal or via bank transfer. Any Referral Commission accrued will not be credited/paid to you unless you provide us with the details of a payout method.

4. Affiliate's Duties and Responsibilities

4.1. Negotiations

As an Affiliate, you are only permitted to refer Neveo to prospective customers and you are not permitted to negotiate any other terms or make commitments on behalf of us. The conclusion of any service agreement between us and customers will be conducted solely by us.

4.2. Marketing methods

You may not in any manner misrepresent or embellish the relationship between you and us, say you develop our products, say you are part of Neveo or express or imply any relationship or affiliation between you and us or any other person or entity except as expressly permitted by these Terms.

In addition to the above, you shall:

1. not promote our services on any adult, hate, intellectual property infringing websites or other related websites that host content in violation of law;
2. not have more than one account with the Program;
3. not send unsolicited communications, junk email, spam or other forms of duplicative or unsolicited messages to prospective customers, and, you shall not use fraudulent, illegal, or overly aggressive, questionable sales or marketing methods;
4. not use banners or links such as newsgroups, chatrooms, ICQ, message boards, banner networks, hit farms, guest books etc;
5. refrain from making false statements or statements likely to damage the image and/or reputation of Neveo.

We reserve the right to refuse to make payouts of Referral Commissions earned through such means. Violation of the above will lead to automatic termination of your affiliation to the Program and you will be ineligible to receive any future Referral Commission.

4.3. Compliance with Laws

As an Affiliate, you agree to comply with all laws, decrees, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether they are now in force or later come into force during the time you are an Affiliate. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws that govern marketing email, including without limitation, the GDPR and the ePrivacy directive, and any other anti-spam laws.

4.4. Relationship between Neveo and Affiliates

You, as an Affiliate providing referrals under the Program, are acting as an independent contractor, and none of the provisions of these Terms can be interpreted to mean that Neveo and Affiliates have agreed to form a company, an association or a joint venture or so as to render the Affiliate

(including the Entity, and the Entity's employees) an employee, consultant or agent of Neveo. The Affiliate acts in its own name and on its own behalf and has no powers to commit or bind Neveo in any way or to incur any liability or obligations for or on behalf of Neveo.

5. Term and Termination

The Terms shall begin to be applicable upon our acceptance of your registration and will end when terminated by either party. Either you or we may terminate these Terms at any time, with or without cause, by giving the other party written notice of termination by e-mail to partnership@myneveo.com. These Terms shall be deemed terminated 48h after the sending of such notice.

Neveo, in its sole discretion, reserves the right (i) to refuse the affiliation to anyone for any reason at any time, (ii) to suspend or terminate any Program Account and (iii) to refuse any and all current or future use of the Program. Any Referral Commissions earned by the Affiliate until such termination, unless such Referral Commissions have accrued in violation of these Terms, shall be paid to such Affiliates in accordance with these Terms. Such termination will result in the deactivation or deletion of your Program Account or your access to your Program Account.

Neveo reserves the right to end the Program at any time and upon such termination, Neveo will pay any outstanding Referral Commissions accrued unless such Referral Commissions have accrued in violation of these Terms.

6. Limitations of Liability

We will not be liable for any indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with these Terms or the Program, even if we have been advised of the possibility of such damage.

Our aggregate liability arising with respect to these Terms and the Program will not exceed the total Referral Commissions paid or payable to you under these Terms during the last 12 months.

7. Disclaimers and Warranties

We make no express or implied warranties or representations with respect to the Program or any of our services (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our website will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

8. Applicable Law and Jurisdiction

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these Terms shall be governed by and construed in accordance with Belgian law.

Any dispute concerning the validity, interpretation, enforcement, performance or termination of these Terms shall be submitted to the exclusive jurisdiction of the French Speaking courts of Brussels, Belgium.

You acknowledge that you have read and agree to these Terms. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in the Program or operate websites that are similar or compete with your website.